

31. In case, the Applicant(s)/Intending Allottee(s) applies for cancellation, he/she shall forfeit to the Company, the entire amount of earnest money and the Allotment Letter, if so executed shall stand cancelled and he/she/they shall be left with no lien on the said premises, the amounts, if any, paid over and above the earnest money shall, however be refunded to the Applicant(s)/Intending Allottee(s) by the Company without any interest after re-allotment of the said premises.
32. The applicant shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered A.D. letter about all subsequent changes in his address, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom.
33. In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
34. The application for allotment of the said Unit(s)/Shop(s)/Space(s) is subject to:
  - a. Force-majeure clause which inter-alia includes delay in development and construction of the building because of any act of God, shortage of any material or slowdown strike or due to dispute with construction agency/agencies.
  - b. Timely payment of installments by the applicant(s)/intending Allottee(s) of the premises in the building.
  - c. If the allotment of premises is not made as a result of any notice, or order, rule or notification of the Government and/or any other public or competent authority or non payment of timely installments by the Applicant(s)/intending Allottee(s) or for any reason beyond control of the Company, then in any of the aforesaid events, the Company shall be entitled to a reasonable extension of time for delivery of possession of the said premises.
  - d. In the event of any such contingency arising/happening, the Company shall have the right to alter or vary the terms and conditions of allotment or change the allotment made pursuant thereto of any particular premises to other premises or if the circumstances, beyond the control of the Company so warrant, the Company may suspend the project for such period as it may consider expedient and no compensation of any nature whatsoever shall be claimed by the applicant(s)/intending Allottee(s) for the period of suspension of the Project.
  - e. If for the aforesaid of other reasons, the Company is forced to abandon the whole or part of the scheme, then Company's liability shall be limited to the refund of the amount paid by the applicant(s)/intending Allottee(s) without any interest or other compensation whatsoever.
35. The Courts at Noida/Gautam Budh Nagar alone shall have jurisdiction in case of any dispute arising out of/touching and /or concerning this allotment/allotment made pursuant thereto/transaction.
36. Singular shall mean and include plural and masculine gender shall mean and include feminine gender wherever applicable.

I/We have fully read and understood the above terms and conditions of allotment and I/We accept the same and agree to abide by the same.

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Name of the Applicant(s)

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Signature of the Applicant(s)

Note: Person(s) signing the application on behalf of other person/firm/body corporate shall file his Authorization/Power of Attorney duly attested by the First Class Magistrate/Notary Public.